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Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-1, Kolkata

12 MAR 2016

**JOINT VENTURE DEVELOPMENT AGREEMENT**

THIS JOINT VENTURE DEVELOPMENT AGREEMENT is made on this the 9<sup>th</sup> day of March, Two Thousand and Sixteen (2016) A.D.

BETWEEN

9/3/2016  
9/3/2016  
8801



1. **KHUZEMA F. GALIAKOTWALA** son of Late Fakruddin Galiakotwala by faith Dawoodi Bohra Muslim, by occupation business residing at 83, Muzzaffar Ahmed Street (formerly Ripon Street), Kolkata-700016 Police Station Park Street (2) **QUAID JOHAR MANDSAURWALA** son of Jb. Sirajudding Mandasaurwala by faith Dawoodi Bohra Muslim, by occupation business residing at 30, Muzzaffar Ahmed Street (formerly Ripon Street), Kolkata-700016 Police Station Park Street both carrying on business in co-partnership under the name and style of **M/S K.K. REAL ESTATES**, a partnership firm registered under the Partnership Act and having its office at 83, Ripon Street, Kolkata-700016 Police Station Park Street hereinafter collectively referred to as the "**OWNER**" (which term or expression shall unless excluded by and repugnant to the context be deemed to mean and include its partners, their respective heirs, successors-in-office, administrators, legal representatives and/or assigns) of the **One Part**

**AND**

**KZAR DEVELOPERS LLP** a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmed Kidwai Road, Kolkata-700016 Police Station Park Street acted through and represented by its designated partner and authorized as well as empowered partner **Jb. AZAD TANVEER KALIM** son of late Md. Kalimuddin residing at 84/9, Muzzaffar Ahmed Street, Kolkata-700016 Police Station Park Street hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by and repugnant to the context be deemed to mean and include its partners, their respective heirs, successor(s)-in-office, administrators, legal representatives and assigns) of the **Other Part**

**WHEREAS** by virtue of a registered deed of conveyance dated 16<sup>th</sup> October, 2012 executed by (i) Madan Mohan Saha son of Late Shib Shankar Saha (ii) Ranu Saha wife of Late Pratap Kumar Saha (iii) Sheila Saha wife of late Pranab Saha (iv) Siddharth Saha son of Late Pranab Saha (v) Chiranjeev Saha son of late Pranab Saha (vi) Sila Roy wife of Satya Ranjan Roy (vii) Ela Bera wife of Sudhamoy Bera (viii) Pratul Saha son of late Sukdeb Saha (ix) Prasanta Kumar Saha son of Late Sukdeb Saha (x) Subroto Saha son of late Sukdeb Saha (xi) Gopal Krishna Saha son of late Harendra Kumar Saha all collectively referred to therein Vendors of the One Part in favour of **M/S K.K. REAL ESTATES**, a registered partnership firm represented by its partners namely 1. **KHUZEMA F. GALIAKOTWALA** son of Late Fakruddin Galiakotwala (2) **QUAID JOHAR MANDSAURWALA** son of Jb. Sirajudding Mandasaurwala, Owner herein and therein referred to as the Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar at Sealdah in Book No. I, CD Volume No.8, Pages from 2615 and 2660 Being No.03446 for the Year 2012, the Owner have become absolute owner by way of absolute purchase for lawful consideration mentioned therein free from all encumbrances, charges, liens, claims or demands and are lawfully seized and possessed of and otherwise well and sufficiently entitled to All That brick built messuage tenement or dwelling house together with piece or parcel of revenue redeemed Bastu land or ground thereunto belonging and on part whereof the same is erected and built containing by estimation Two (2) Bigahs Seventeen(17) cottahs and Ten (10) chitaks be the same a little more or less and situate lying at and forming part and portion of Premises No. 116, Dr. Lal Mohan Bhattacharjee Road, Kolkata-14 within the municipal limit of Kolkata Municipal Corporation under Ward No.55 corresponding to KMC Assessee No.110551401420 under

Police Station Entally in the District of South 24-Parganas more fully and particularly mentioned and described in the schedule written hereunder and hereinafter referred to as the **"said Property/Premises"**

**AND WHEREAS** consequent upon aforesaid purchase the said premises/property has been mutated in the name of the Owner in the Assessment Register of the Kolkata Municipal Corporation and since such mutation the Owner are paying KMC Property Taxes and outgoings and as such owner the said partnership firm is absolutely and lawfully seized and possessed of or otherwise well and sufficiently entitled to the said premises/property;

**AND WHEREAS** the Owner being desirous to develop the said property for commercial exploitation resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city;

**AND WHEREAS** the Owner have approached and requested the within named Developer being one of the known high ranking real estate developer and promoter in the city to undertake development of the said premises/property on joint venture basis and the developer having accepted to take on such development project, the Owner agreed to allow and permit the Developer to develop the said premises/property by demolishing old building/structures and constructing new multistoried building in accordance with law entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration herein after appearing.

**AND WHEREAS** the Developer in the mean time made searches regarding the title of the Owner and fully relying upon the representations made by the Owner as herein before recited and made itself satisfied towards the lawful right, title and interest of the Owner in respect, of the property subject however to furnishing mother deeds and documents as referred to in the recitals of the above mentioned deed of conveyance also satisfied themselves about the title of the Owner pertaining to the said property and has discussed with the Owner regarding the terms, conditions and covenants upon which the development of the said

property can be undertaken and after such discussion the Developer has agreed to develop the said property by utilizing land space with maximum commercial exploitation for mutual benefit and profits of both Owner and developer in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and parties have as such agreed to enter into this Joint Venture Agreement on the terms, conditions, covenants and consideration hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:**

#### **ARTICLE-I**

#### **DEFINITIONS**

A) In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:



- i) **"THE OWNER"** shall mean the partners of M/S K.K. REAL ESTATES and its partners named above and their respective heirs/heireesses, successor(s)-in-office, administrators, legal representatives, nominees and assigns.
- ii) **"THE DEVELOPER"** shall mean and include **M/S KZAR DEVELOPERS LLP** a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmed Kidwai Road, Kolkata-700016 Police Station Park Street and includes its partners and their respective heirs/heireesses, successor(s)-in-office, administrators, legal representatives, nominees and assigns.
- iii) **"THE PREMISES" & "PROPERTY"** shall mean **ALL THAT** All That piece and parcel of land measuring 2 Bighas, 17 Cottahs and 10 Chittaks be the same little more or less together with brick built messuage tenement or one storied pucca building erected on a portion thereof the same being lying and situate at and being commonly known and numbered as Premises No.116, Dr. Lal Mohan Bhattacharjee Road, Kolkata-700014 under Police Station Entally, more fully and particularly described and mentioned in **FIRST SCHEDULE** hereunder written or howsoever else the said premises were or are or shall be known numbered called or distinguished and delineated in the site plan map annexed hereto.
- iv) **"THE LAND"** shall mean the revenue free and free hold land comprised in the aforesaid premises admeasuring a total area of Two (2) Bigahs Seventeen(17) cottahs and Ten (10) chittaks be the same a little more or less and situate lying at and forming part and portion of Premises No. 116, Dr Lal Mohan Bhattacharjee Road, Kolkata-14 more fully described in the **FIRST SCHEDULE** hereunder written and shown in the site plan with red border annexed hereto.
- v) **"ARCHITECT"** shall mean any qualified person or persons or reputed firm or firms of architect to be nominated and appointed by the Developer as Architect or Architects can act as an Architect of the building to be constructed and infrastructural facilities and amenities to be developed and provided on the land comprised in said premises at the cost and expenses of the Developer.
- vi) **"THE BUILDING PLAN"** shall mean the map or plan for the proposed construction of multistoried building (s) at the said premises for commercial as well as residential use required to be sanctioned by the Kolkata Municipal Corporation in accordance with provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and the Building Rules framed there under subsequent modification /amendment in the said plan with prior sanction of the said sanctioning authority in accordance with law.
- vii) **"THE NEW BUILDING /PROPOSED BUILDING"** shall mean and include the proposed construction of one New Building for residential as well as commercial purpose as may be permitted by law in force consisting of ground and upper floors and all other areas constructed or otherwise all car parking spaces and any or all saleable areas to be developed and erected and /or available for sale in or upon the said land comprised as per the building plan to be sanctioned by the Kolkata Municipal Corporation and the other authorities concerned.

viii) **"SALEABLE SPACE"** shall mean built-up and/ or constructed space in the proposed building available for independent use, enjoyment and occupation together with the provisions for common areas, path /drive ways and common facilities and amenities and the space required thereof.

ix) **"COMMON PORTIONS, FACILITIES & AMENITIES"** shall mean and include all the common areas and installations to be comprised in the proposed building and at the premises, i.e. corridors, staircases, landings, lobbies, pathways, lift shaft, driveways, boundary walls, durwans/ security guards' room, main gate, side spaces, park ways, underground reservoirs, overhead tanks with means of access, water distribution system overhead lift room, electric meter room, pump room, outer wall of the main building, tap water lines, rain water pipe lines, waste water pipe lines, sewerage lines, lift, and other service areas and facilities whatsoever required for the establishment, location, enjoyment, provisions, maintenance and/ or management of the building and /or the common facilities and amenities or any of them thereon as the case may be.

x) **"THE OWNER'S ALLOCATION"** shall mean and include 55% of the total sanctioned built-up/covered area including exclusive ultimate roof top of the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc., in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, parts and portions of the above said building and other amenities and facilities to be attached with and attributable to the said Owner' allocation,

xi) **"THE DEVELOPER'S ALLOCATION"** shall mean the remaining 45% of the total sanctioned built-up/covered area of the proposed building to be erected on the land comprised in the said premises/ property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc., in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, parts and portions of the above said building and premises and other amenities and facilities to be attached with and attributable to the said Developer's Allocation.

xii) **"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the flat/ unit/ room Owner proportionately for the management, maintenance, preservation and protection of the building, common infrastructures, installations, fittings and fixture and the premises after obtaining completion/ occupancy certificate from the Kolkata Municipal Corporation.

xiii) **"PROPORTIONATE SHARE"** shall mean with all its cognate variations shall mean such ratio, the covered area of any flat/Unit or Units/flats be in relation to the covered area of all the flats/units in the proposed new building.



xiv) **"UNIT"/"FLAT"** shall mean any flat, commercial or residential other covered area in the proposed new building which is capable of being exclusively owned, used and/or enjoyed by any unit owner and which is not the common portions.

xv) **"UNIT/FLAT OWNER"** shall mean any person who acquires and holds and/or owns any unit/flat/commercial space in the new building and shall include the Owner and the Developer, for the units held by them, from time to time.

xvi) **"TIME"** shall mean the building shall be completed with all common infrastructural facilities and amenities at the premises within 30 (Thirty) months from the date of sanction of building plan and time may be extended for another 6 (six) months in case of necessity.

xvii) **"SOCIETY"** shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association/Society is formed the Developer would be entitled to manage and/or maintain new building, and the premises and all its common areas, facilities and amenities and to collect the common expenses and maintenance charges at such rate as may be mutually agreed upon by the Owner and the Developer. Developer must assist information of Society/Owner' Association and take a commitment from their respective nominated prospective buyers of flats/units about their concurrence to such formation of Society/Association and adherence to the rules and regulations and by-laws of such Society / Association.

xviii) **"SPECIFICATIONS"** shall mean the specifications for completing the new building as stated in the **SECOND SCHEDULE** hereto,

xix) **"THE TITLE DEED"** shall mean the Deeds and Documents referred to herein above and in the recitals of deed of conveyance dated 16-10-2012 in respect of premises No.116, Dr. Lal Mohan Bhattacharjee Road, Kolkata-14 within the jurisdiction of the Kolkata Municipal Corporation.

xx) **"TRANSFER"** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what its understood as a transfer of space in a multi storied building to the purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act.

xxi) **"TRANSFeree"** shall mean the person, firm, limited company, Association of persons to whom any space in the proposed building has been transferred after completion of construction in all respect in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation but does not include agreement for sale holder.

**B) THE OWNER HAVE REPRESENTED TO THE DEVELOPER as follows:**

i) There is no excess vacant land at the said premises within the meaning of the Urban land (Ceiling and Regulations) Act. 1976.

ii) That the Owner is absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said premises and the structures standing thereon mentioned herein above and the Owner shall retain symbolic possession of the said property until the said

premises/property is fully developed by the Developer on the terms, conditions and consideration agreed hereunder.

iii) That the right title and interest of the Owner in the said premises is free from all encumbrances, charges, liens, claims or demands whatsoever or howsoever and Owner have a good and clear marketable title to the same.

iv) That the entirety of the said premises mentioned herein above is in actual and physical possession of the Owner.

v) That the Owner have not received any notice for acquisition or requisition of the said premises mentioned herein above or any part or portion thereof under any of laws for the time being in force, Neither the premises, nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.

vi) That the Owner have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises mentioned herein above or any part or portion thereof in favour of any one other than in favour of the Developer herein.

vii) That the Owner are not aware of any impediment affecting the said premises mentioned herein above whereby they are in any way barred from entering into this Agreement.

viii) That the Owner are fully and sufficiently entitled to deal with develop and/or dispose land and proposed and thus they are competent to enter into this Joint Venture Development Agreement.

## **ARTICLE - II COMMENCEMENT**

2.1 This agreement shall be in force from the date hereof and subsequently time may be extended by the consent of the Owner during the course of development and construction of proposed new building;

## **FORCE MAJURE**

2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owner' allocation.

## **ARTICLE-III**

### **DEVELOPER'S RIGHT & REPRESENTATION**

3.1 The Owner hereby grant subject to what has been herein under provided exclusive right and authority to the Developer to develop the said property/premises fully described in the Schedule written hereunder and to construct multi storied New building (s) and infrastructural facilities and amenities at the said premises at their own costs and risks in accordance with the plan or plans as to be sanctioned by the Kolkata Municipal Corporation and /or by any other appropriate authority with or without any amendment and /or modification.



3.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Kolkata Municipal Corporation, shall be prepared or caused to be prepared through reputed and competent Architect (s) to be appointed at the sole discretion of the Developer and shall be submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises including Architect's to bear any cost whatsoever.

3.3 That save and except the areas comprised in Owner' allocation the Developer shall have full rights to execute any agreement for sale in respect of flats and other saleable spaces to be comprised the Developer's allocation and to receive advance, earnest or part payment money against the said flats and saleable spaces.

#### **ARTICLE-IV DEVELOPER'S OBLIGATIONS**

4.1 In consideration of Owner having allowed and permitted and /or agreeing to allow and permit the Developer- herein to realize and /or recover the developer's investment to be made in promoting and developing the said premises/property with profits out of and from the Developer's Allocation the Developer shall at their own costs, expenses, risk and responsibility develop the said premises and erect and construct the new building in accordance with the building plan and/or plans sanctioned by the Kolkata Municipal Corporation under the provisions of the Kolkata Municipal Corporation Act, 1980 and the Building Rules framed there under as amended up to date.

4.2 Simultaneously with the execution of this Agreement the Developer has deposited a sum of **Rs.1,00,00,000/- (Rupees one crore only)** as per memo below with the Owner as and by way of interest free security deposit refundable at the discretion of the Developer against owner's allocation in constructed area of the proposed building and saleable spaces thereof a at the time of delivery of Owner' Allocation in complete habitable condition.

4.3 The Developer shall develop, construct and provide all infrastructural facilities and amenities at the said premises inclusive of all such essential supplies excluding individual electric connection.

4.4 The Developer shall keep the Owner indemnified against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out of the acts and conduct of the Developer in the matter of development and/or demolition and/or construction over the said premises in any manner whatsoever or arising out of this agreement and in the matter of and arising out of deviation and/or violation of the Municipal Laws and/or any statutory Central or Local Acts and Rules and Regulations framed there under.

4.5 The Developer shall be solely and absolutely liable and /or responsible for the costs, charges and expenses of any nature or sort to be incurred for the development of said premises, demolition of existing structures, and construction of new building(s) and infrastructural facilities amenities in terms of this agreement and the Developer firmly



undertakes to keep the Owner and each one them absolutely indemnified and harmless against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out the aforesaid obligations and responsibility and/or liability of the Developers.

4.6 The Developer shall keep the said premises free from all encumbrances, charges, liens or claims save and except, creating encumbrance in the form of entering into agreement for sale with prospective buyers to be nominated by them in respect of flats /units/ salable spaces to be comprised in the Developer's Allocation.

4.7 Immediately after the execution of this Agreement the Developer shall at its own cost and expenses prepare or cause to be prepared a plan for construction and erection of a new residential cum commercial building at the said premises and the Developer shall submit the same before the Kolkata Municipal Corporation for sanction.

4.8 That immediately after obtaining sanctioned building plan from the Kolkata Municipal Corporation the Developer and the Owner shall mutually demarcate their respective allocated built up area proportionate to their respective allocation on a paper drawing and/or map to be named as "Demarcation Map" and Developer shall enter into a supplementary agreement recording mutual demarcation of their proportionate share in the built area and other common and saleable area areas in the proposed building and premises.

4.10 The Owner will be allowed to dismantle the existing structure at its own cost, risks and responsibility and the Owner will have the right to sale of the dismantled material and enjoy the sold value.

4.10 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building surveyor or registered Architect of the Building **PROVIDED HOWEVER** proportion and quality of such materials shall confirm to the accepted standard of I.S. Specification and the building rules regulations and/or orders in force for the time being.

4.11 The building shall be erected constructed and completed by the Developer and shall consist, of the specification provided in SECOND SCHEDULE hereunder written and all flats/units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities as per specification hereunder written.

4.12 The Developer shall construct and complete the New building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory, regulations, building rules and statutory stipulations from time to time to be imposed or as would, be made applicable and the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.

4.13 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect including connections of water, sewerage, electricity and other connections in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owner have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever

name called relating to and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective flat/unit and proportionate costs and expenses for the main 440 volt connection and installation of transformer, if required, switch gear and/or other electric equipments shall be borne by the concerned unit owner/s and the Developer shall have no financial liability for the same.

4.14 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building material all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality, under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein.

4.15 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined herein before) or any part thereof, the Developer shall fully comply with observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owner shall not be responsible or liable for any commitments that may be made by the Developer.

4.16 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life due to construction process, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof, All actions, proceedings and consequences arising there from shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the owner indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.

4.17 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the owner shall have no concern



with them and not be responsible or liable for meeting any obligations in any manner whatsoever.

4.18 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, Architects and others by whatever name called or described appointed, deputed or engaged or required or on site for the erection, construction and Completion of the said newly proposed building and every part thereof and the owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owner indemnified from all or any claim, damages, payments costs and consequences suffered or incurred there from.

4.19 The Owner shall not be answerable or liable for any mode, part or nature of construction or for any materials to be used in course of or relating to erection construction and completion of the building or any part thereof provided standard materials.

#### **ARTICLE -V OWNER: OBLIGATIONS**

5.1 The Owner shall hand over to the Developer peaceful and vacant khas possession of the said premises/property in its entirety immediately upon execution and registration of this joint venture agreement and upon deposit of interest free refundable security deposit of Rs.1.00 crore (Rupees one crore only) by the Developer to the Owner and since such delivery of khas possession the Owner shall be in symbolic possession of the said property till completion of development and construction of proposed new building on the land comprised in the said premises.

5.2 The Owner shall either themselves or through their lawfully constituted attorney or attorneys to be nominated by the Developer sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or license required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.

5.3 Simultaneously with the execution of this agreement Owner shall provide the Developer with appropriate registered power which relate to couple of interest and to be guided under section 202 to 205 of the Indian Contract Act and Section 32 to 35 of the Indian Registration Act as and or may be required in connection with sanction, construction, erection completion of the new building and to appear for and represent the Owner before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrical etc. or as may required, from time to time, in accordance with law and/or otherwise concerning negotiations and to enter into agreement for sale for transfer of flats, and other spaces to the intending purchasers thereof and to sign and present for registration of Deed of Conveyance relating to

Developers Allocation before the concerned authorities and all cost and expenses in respect of execution and registration of such Power of Attorney shall be borne by the Developer and in this respect the Owner hereby appoint, the Developer as their Lawfully Constituted Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises and to sell, transfer and convey flats and other saleable spaces in the proposed new building to be comprised in the Developer's Allocation and execute deed of conveyance (s) in favour of prospective buyers pertaining thereto and present and cause registration thereof before competent registering authority.

5.4 The Owner shall keep the said premises free from all encumbrances, charges, liens or claims and shall not during the currency of this agreement or pending completion of the project and/or execution and registration of the deed of conveyance (s) and/or at any time in respect of the Developer's allocation till delivery of the Owner' Allocation is made as per specifications and as per the terms and conditions contained herein in any manner encumber, mortgage, charge, let out or create third party interest or otherwise deal with, dispose of or enter into agreement in respect of the said premises/property or any part or portion thereof.

5.5. The Owner shall be liable to settle and responsible to settle pre and post agreement or disputes if any in respect of the title of the said premises or any part thereof on in any way connected therewith at their own costs and expenses.

5.6 The Owner shall be bound to render all necessary assistance and cooperation to the developer in negotiating with the prospective buyers/transferees and to enter into agreement for sale and/or transfer of Developer's allocation in respect of the units in the proposed building and in receiving and/or realizing the earnest money, part payment and full consideration money and shall allow the developer to recover its costs of construction and all incidental expenses and profits thereto by selling and/or using the Developer's Allocation.

5.7 In case of any litigation or encumbrance on title of the Owner in respect of the said premises subsequent to execution of this agreement then all such litigation or encumbrance has to be settled and resolved by the Owner solely at their expenses and if the developer resolves any such issues with the consent and approval of the Owner on just, fair and reasonable term and expenses then all such expenses incurred by the Developer for resolving the issues shall be adjusted from the Owner' allocation at the rate prevailing at the time of delivery of Owner' allocation in complete and habitable condition.

5.8 The Owner shall keep the Developer indemnified against all actions, suits, proceeding, claims or demands, cost, charges and expenses arising out of the acts of the Owner or relating to the title of the said premises in any manner whatsoever or arising out of this agreement.

#### **ARTICLE-VI**

6.1 In the event the Owner are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the owner immediately on demand by the Developer. However to be more specific the owner shall be



entitled to the items mentioned in the specification more fully described in the second schedule hereunder written, without any cost, value or expenses.

6.2 The land upon which the said building shall be erected and constructed - and appurtenant thereto as also the common areas facilities and amenities to be provided for and/or at the said building shall always remain common, impartible and undivided whereas the Owner shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities in accordance with law.

6.3 The format of the Draft, Indenture of Conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof shall be prepared by the Developer's Advocate Mr. Akbar Ali of 10, Old Post Office Street, Kolkata-1 and to be approved by the Owner and the Owner shall only execute Indenture of Conveyance(s) unto and in favour of the Developer and/or its nominee or nominees at his/her/their cost as the case may be subject to the terms and conditions provided herein. And other legal acts including effect of registration of deed of conveyances of the share of owner to be done by Mr. Purnendu Das Advocate of 10, Old Post Office Street, Kolkata-1

6.4 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to their allocated portions or any part thereof with intending purchasers of flats falling under developer's allocation on such terms and condition and stipulations as it may deem fit and proper in accordance with law and the Owner shall execute required Indenture, unto and in favour of the said intending purchaser or purchasers and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto shall be paid and borne by the Developer and/ or the, intending purchaser or purchasers as the case may be.

## ARTICLE - VII

### COMMON OBLIGATION

7.1 On and from the date of completion of the building in accordance with law and obtaining possession of Owner' allocation the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.

a) To pay punctually and regularly for its allocations all rates taxes, levies, fees, charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.

b) To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of

the said premises under provisions of the West Bengal Apartments Act and the rules framed there under, the Developer shall be entitled to collect and provide the required services thereof.

c) To abide by all laws, rules and regulations and orders of the enactments the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner.

#### **ARTICLE-VIII MISCELLANEOUS**

8.1 Simultaneously with the execution of this agreement or upon receiving interest free security deposit of Rs.1.00 crore (Rupees one crore only) whichever is later the Owner shall hand over peaceful and vacant possession of the aforesaid premises in its entirety to the Developer and as from the date of delivery of possession of the said premises by the Owner in favour of the Developer, the possession of the said premises along with the rights' of the Developer in respect of the said premises by virtue of this agreement and/or pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner provided the Developer is carrying on with the project in terms of this agreement.

8.2 In case in future any defect or lacuna in the title of the Owner are found or any outstanding or liability in respect of the premises pertaining period prior to the date of this Agreement is found, in such event, the Owner shall be solely liable and responsible to remove the defect to clear the liability or outstanding. But if the Owner fail and/or neglect to clear the same, then without prejudice to the Developer's other rights herein and/or under the law the Developer at its absolute discretion can remove the defect or clear the liability or outstanding by investing its own funds at the first instance and the said amount shall be adjusted from the Owner' allocation at the rate prevailing at the time of delivery of Owner' allocation.

8.3 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owner and for such matters, the Owner subject to their satisfaction shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

8.4 That after handing over possession of the Owner' allocation the Developer shall remain liable for rectifying all defects in construction or otherwise in the Owner' allocated portion and wants of proper construction in the Owner' allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period of six months from the date of handing over such possession of the owner's allocation but subject to natural wear and tear.



8.5 The Developer shall deliver to the Owner, one copy of the sanctioned plan and revised plan if any certified by the Developer to be true copy.

8.6 It is clarified that all works of development shall be done by the Developer at its own costs and expenses.

8.7 The consideration for the purposes herein shall be the construction costs of the owner's area to be incurred by the Developer and any further amounts if any agreed hereunder.

8.8 All municipal taxes and other outgoings in respect of the said premises up to the date of handing over possession of the said premises to the Developer shall be borne and paid by the owner and thereafter shall be borne by the Developer. At the expiry of 30 [thirty] days from the date of obtaining completion certificate from the authorities, the Developer upon service to the owner a notice of completion of the owner's allocation under the terms of this agreement, the liability of the Developer to pay the municipal taxes and other liabilities in respect of the owner's allocation would cease to continue.

8.9 Within six months of the completion of the project, the Developer will assist the owner and the other unit Owner to form an Association or body of flat Owner to be formed for the maintenance and management of the premises and the cost, of such formation and incidental thereto shall be borne by the Owner and the Developer or their respective nominees in their proportionate share.

8.10 The Developer shall remain liable for rectifying all defects in construction or otherwise in the Owner' allocated portion and wants of proper construction in the Owner' allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period of six months from the date of handing over such possession of the owner's allocation but subject to natural wear and tear.

8.10 The Developer shall not transfer or assign this agreement or benefit thereto to any person, firm, company or corporate body and this development agreement shall not treated by any interpretation as partnership between the parties hereto which is not at all the intention of the parties.

8.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof as mutually agreed upon by the Developer and the Owner would be borne and paid by the Owner and the Developer or their nominees in their proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owner herein and the Developer.

8.15 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.

8.12 The certificate of the Architect relating to completion of construction/development and quality of construction materials as well as the costs incurred therefore shall be final.

8.13 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner and sent to their last known address or addresses intimating that the Owner' area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or municipal authorities, shall completely absolve the Developer of its obligation to deliver the Owner' area to the Owner under this Agreement.

#### **ARTICLE-X FORCE MAJURE**

9.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the **FORCE MAJURE** which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, restraining and/or prohibitory order of the any Court of law or Tribunal or authority established under law and/or any other acts or commission beyond the control of the Developer affected thereby and also non - availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the **FORCE MAJURE**.

#### **ARTICLE-XI**

10. All disputes and differences between the parties arising out of the meaning construction or import of this Agreement or their respective rights and liabilities as per this agreement shall be adjudicated upon in a competent civil court of law having territorial and pecuniary jurisdiction in Kolkata and in case of breach of any of the terms, conditions, covenants contained in this agreement either of the aggrieved party hereto shall always be entitled to specifically enforce this agreement and its terms, conditions and covenants against the other party through competent civil court in accordance with law in enforce.

#### **ARTICLE -XII JURISDICTION**

The High Court at Kolkata and its subordinate Court at Sealdah shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

#### **SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE**

##### **DESCRIPTION OF PREMISES/PROPERTY**

All That old and dilapidated brick built messuage tenement or dwelling house covering an area of 8400 square feet together with piece or parcel of revenue redeemed bastu land or ground thereunto belonging and on part whereof the same is erected and built containing by estimation Two (2) Bigahs Seventeen(17) cottahs and Ten (10) chitaks be the same a little more or less situate lying at and forming part and portion of formerly Holding No.63 and partly in Holding No. 64A, Grand Division 4, Sub-Division 'D' in Dihi Panchannagram of the Alipore Collectorate presently within the municipal limit of Kolkata Municipal Corporation and the same being known and numbered as and situate lying at and forming part and portion of Premises No. 116, Dr Lal Mohan Bhattacharjee Road, Kolkata-14 under Police Station Entally, Additional District Sub-Registry office at Sealdah in the District of South 24-Parganas within the municipal limit of Kolkata Municipal Corporation corresponding to KMC Assessee No.110551401420 within the municipal limit of the Kolkata Municipal



Corporation under Ward No.55, Borough No.VI the same being butted and bounded as follows:

- On the North by : Dr. Lal Mohan Bhattacharjee Road;
- ON the East by : Premises No.118A, Dr. Lal Mohan Bhattacharjee Road;
- On the South by : Filled up drain and premises No.2A, Chattu Babu Lane;
- On the West by : Chattu Babu Lane

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**SPECIFICATION OF WORK**

**(MANNER OF COMPLETION OF THE NEW BUILDING)**

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the Architect and including the following:

- 1. FOUNDATION:** The foundations shall be reinforced cement concrete.....as per computerized structural design by qualified and enlisted structural Engineers.
- 2. SUPERSTRUCTURE:** The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs as per soil test report and structural design.
- 3. WALLS:** Walls of the building shall be 200 mm thick brick walls on the external face and 75 /125 mm thick brick partition walls, with cement sand mortar using first class bricks.
- 4. FINISHES:** All internal surfaces to be plastered with cement and mortar and finished with plaster of paris punning. All external walls to be plastered with water proof cement and sand mortar wall Putti and painted with 2 coats of weather.....max paints and enamel paints for metal surfaces.
- 5.FLOORING:** Flooring inside all flats shall be of regular quality white marble of regular sizes, common areas will be floor tiles of reputed makes.
- 6. DOORS:** All door frames shall be of seasoned and treated sal wood, shutters will be made of hot pressed factory made solid core phenol bounded flush doors. Doors shall be 32 mm thick with oxidized steel hinges and tower bolts, doors, stoppers, godrej mortise lock.

Bathroom doors shall be of synthetic material (Syntex Brand). One Collapsible/grilled iron door at the entrance of the lobby at ground floor and terrace shall be provided for security.

**7.WINDOWS:** Shall be of sliding aluminum windows with 4 mm glass.

**8.TOILET FITTINGS:** All toilet to have concealed plumbing for hot & cold water to include one European W.C, and one wash basin both in white colour and reputed make CP fittings will include (3 concealed stop cock, 1 bibcock, 1 shower with arm all of Jaquar make, Ceramic tile dado of Johnson make on walls upto 7 ft. height to be provided.

**9.KITCHEN FITTINGS/FIXTURES:** R.C.C. platform with black granite finish with steel sink to be provided along with floor washing arrangement one CP Bib Cock to be fitted together with concealed plumbing, kitchens, shall have ceramic tile dado of 4' ft. above the counters, kitchen flooring shall be of marble.

**10. ELECTRICAL INSTALLATIONS:** Concealed copper wiring using ISI marked wires unto points, switch boards, switches, distribution boards and MCB but excluding fans and light fittings. Three light points, one fan point, one TV Point in living room, one 15 Amp point in dining and toilet each two light point and one exhaust fan point in kitchen and toilet, A.C. Point in drawing and two bed rooms. Make shall be Havells.

**11.WATER ARRANGEMENTS:** Underground Reservoir for K.M.C. Water, one centrifugal pump overhead water tank along with submersible pump, all inter connecting plumbing, valves and delivery pipe lines to be installed.

**12.LIFT:**Four passengers lift of \_\_\_\_\_ make.

**13.AMENITIES &FACILITIES :** a) Cable connection in each room of the flat b) Intercom facility from lobby to each flat/unit c) One common toilet for genera! use at the ground floor.

14. Boundary wall having 5-0" height.



IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED AND DELIVERED at Kolkata

In the presence of

WITNESS:

1. *Md. Nisar Kabir*  
vill. Modidih, PO. Basodih  
Dist - Koderma (Jharkhand)
2. *Akbar Ali (Advocate)*  
10, Old Post Office St.  
Kolkata - 1

For selves and on behalf of

M/S K.K. REAL ESTATES

For K. K. REALESTATES

For K. K. REALESTATES

*[Signature]*  
Partner

*[Signature]*  
Partner

PARTNERS

SIGNATURE OF THE OWNER

For selves and on behalf of

M/S KAZAR DEVELOPERS LLP

KZAR DEVELOPERS LLP

*[Signature]*

PARTNERS

DEVELOPER

*[Signature]*

Drafted by:

AKBAR ALI

Advocate

High Court, Calcutta

10, Old Post Office Street,

Kolkata- 700 001.

*W.B./274/1987*

MEMO OF CONSIDERATION

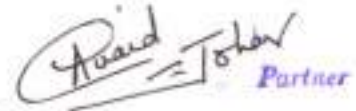
RECEIVED from within named Developer a sum of Rs. 1,00,00,000.00 as and by way of interest free refundable security deposit in term of this agreement as per memo below

Particular	Amount
1. HDFC Bank (Cheque No:000041)	Rs. 20,00,000.00
2. HDFC Bank (Cheque No:000042)	Rs. 20,00,000.00
3. HDFC Bank (Cheque No:000043)	Rs. 20,00,000.00
4. HDFC Bank (Cheque No:000044)	Rs. 20,00,000.00
5. HDFC Bank (Cheque No:000045)	Rs. 20,00,000.00

For K. K. REALESTATES

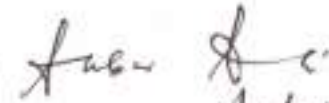
  
Partner

For K. K. REALESTATES

  
Partner

WITNESSES :

1. Md. Nisar Rabbani  
vill- Modidih, P.O. Basadik  
Dist- Koderma (Jharkhand)

2.   
Advocate  
10, 070 post office St.  
607-1



**SPECIMEN FORM FOR TEN FINGERPRINTS**



*Raymond*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Raid - Tolon*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*A good man*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					






Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata


Signature / LTI Sheet of Query No/Year 19011000087889/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	KHUZEMA F GALIAKOTWALA 83, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016	Represent ative of Land Lord [M/S. K K REAL ESTATES ]		 1184	 9/3/16
2	QUAID JOHAR MANDSAURWALA 30, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016	Represent ative of Land Lord [M/S. K K REAL ESTATES ]		 1185	 9/3/16
3	JB AZAD TANVEER, KALIM B4/9, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016	Represent ative of Developer [KAZAR DEVELOP ERS LLP ]		 1183	 9/3/16.



Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr Md Naisar Rabbani Son of Mr Tahir Khalifa H No. 16 Moddiah, P.O:- Samaldih Thana, P.S:- KODARMA, District:- Kodarma, Jharkhand, India, PIN - 805132	KHUZEMA F GALIAKOTWALA, QAID JOHAR MANDSAURWALA, JB AZAD TANVEER KALIM	<i>Mr. Naisar Rabbani</i> 09-03-2016

  
 (Sujan Kumar Maity)  
 ADDITIONAL REGISTRAR  
 OF ASSURANCE  
 OFFICE OF THE A.R.A. - I  
 KOLKATA  
 Kolkata, West Bengal

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201516-003578926-1

Payment Mode Online Payment

GRN Date: 08/03/2016 17:10:07

Bank: HDFC Bank

BRN: 211370020

BRN Date: 08/03/2016 17:16:04

DEPOSITOR'S DETAILS

Id No. : 19011000087889/2/2016

[Query No./Query Year]

Name : KZAR DEVELOPERS LLP

Contact No. : Mobile No. : +91 9883772564

E-mail :

Address : 63 RAFI AHMED KIDWAI ROAD KOLKATA 700016

Applicant Name : Mr AKBAR ALI

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19011000087889/2/2016	Property Registration- Registration Fees	0030-03-104-001-16	110101
2	19011000087889/2/2016	Property Registration- Stamp duty	0030-02-103-003-02	75071

Total

185172

In Words : Rupees One Lakh Eighty Five Thousand One Hundred Seventy Two only



## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	JB AZAD TANVEER KALIM 84/9, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	M/S. K K REAL ESTATES 83, RIPON STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016; Status : Organization; Represented by representative as given below:-
1(1)	KHUZEMA F GALIAKOTWALA 83, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 09/03/2016; Date of Admission : 09/03/2016; Place of Admission of Execution : Pvt. Residence
(2)	QUAID JOHAR MANDSAURWALA 30, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 09/03/2016; Date of Admission : 09/03/2016; Place of Admission of Execution : Pvt. Residence
2	M/S. K K REAL ESTATES 83, RIPON STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016; Status : Organization; Represented by representative as given below:-
2(1)	KHUZEMA F GALIAKOTWALA 83, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 09/03/2016; Date of Admission : 09/03/2016; Place of Admission of Execution : Pvt. Residence

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
(2)	QUAID JOHAR MANDSAURWALA 30, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India., Status : Representative; Date of Execution : 09/03/2016; Date of Admission : 09/03/2016; Place of Admission of Execution : Pvt. Residence



Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	KAZAR DEVELOPERS LLP 63, RAFI AHMED KIDWAI ROAD, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016; Status : Organization; Represented by representative as given below:-
1(1)	JB AZAD TANVEER KALIM 84/9, MUZZAFFAR AHMED STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 09/03/2016; Date of Admission : 09/03/2016; Place of Admission of Execution : Pvt. Residence

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Md Naisar Rabbani Son of Mr Tahir Khalifa H No. 16 Modldlah, P.O:- Samaldih Thana, P.S:- KODARMA, District:- Kodarma, Jharkhand, India, PIN - 805132 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India.	KHUZEMA F GALIAKOTWALA, QUAID JOHAR MANDSAURWALA, JB AZAD TANVEER KALIM	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dr. L. M. Bhattacharjee Road, Road Zone : (On Road -- On Road) , , Premises No. 116	(On Road -- On Road)	2 Bigha 17 Katha 10 Chatak	1/-	29,25,39,105/ -	Proposed Use: Bastu, Property is on Road

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	8400 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	8400 Sq Ft.	1/-	63,00,000/-	Structure Type: Structure

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	AKBAR ALI
Address	10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate



Office of the A.R.A. - I KOLKATA, District: Kolkata  
Endorsement For Deed Number : I - 190102120 / 2016

Query No/Year	19011000087889/2016	Serial no/Year	1901001936 / 2016
Deed No/Year	I - 190102120 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	JB AZAD TANVEER KALIM	Presented At	Private Residence
Date of Execution	09-03-2016	Date of Presentation	09-03-2016

**Remarks**

On 27/02/2016

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 29,88,39,105/-



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
Kolkata, West Bengal

On 09/03/2016

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 16:53 hrs on : 09/03/2016, at the Private residence by JB AZAD TANVEER KALIM ,.

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 09/03/2016 by

KHUZEMA F GALIAKOTWALA PARTNER, M/S. K K REAL ESTATES, 83, RIPON STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 KHUZEMA F GALIAKOTWALA, Son of , 83, MUZZAFFAR AHMED STREET, P.O: PARK STREET, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, By caste Muslim, By profession Business  
Identified by Mr Md Naisar Rabbani, Son of Mr Tahir Khalifa, H No. 16 Modidiah, P.O: Samaldih Thana, Thana: KODARMA, , Kodarma, JHARKHAND, India, PIN - 805132, By caste Muslim, By Profession Service

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 09/03/2016 by

QUAID JOHAR MANDSAURWALA PARTNER, M/S. K K REAL ESTATES, 83, RIPON STREET, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 QUAID JOHAR MANDSAURWALA, Son of , 30, MUZZAFFAR AHMED STREET, P.O: PARK STREET, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, By caste Muslim, By profession Business

Identified by Mr Md Naisar Rabbani, Son of Mr Tahir Khalifa, H No. 16 Modidiah, P.O: Samaldih Thana, Thana: KODARMA, , Kodarma, JHARKHAND, India, PIN - 805132, By caste Muslim, By Profession Service

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 09/03/2016 by

JB AZAD TANVEER KALIM PARTNER, KAZAR DEVELOPERS LLP, 63, RAFI AHMED KIDWAI ROAD, P.O:- PARK STREET, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 JB AZAD TANVEER KALIM, Son of , 84/9, MUZZAFFAR AHMED STREET, P.O: PARK STREET, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, By caste Muslim, By profession Business  
Identified by Mr Md Naisar Rabbani, Son of Mr Tahir Khalifa, H No. 16 Modidiah, P.O: Samaldih Thana, Thana: KODARMA, , Kodarma, JHARKHAND, India, PIN - 805132, By caste Muslim, By Profession Service



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
Kolkata, West Bengal

On 11/03/2016

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,10,101/- ( B = Rs 1,09,989/- ,E = Rs 28/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 1,10,101/- is paid, by online on 08/03/2016 5:18PM with Govt. Ref. No. 192015160035789261 on 08-03-2016, Bank: HDFC Bank ( HDFC0000014), Ref. No. 211370020 on 08/03/2016, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 75,071/- is paid, by online on 08/03/2016 5:18PM with Govt. Ref. No. 192015160035789261 on 08-03-2016, Bank: HDFC Bank ( HDFC0000014), Ref. No. 211370020 on 08/03/2016, Head of Account 0030-02-103-003-02



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA



Kolkata, West Bengal

On 12/03/2016

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(g) of Indian Stamp Act 1899.



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2016, Page from 75181 to 75216

being No 190102120 for the year 2016.



Digitally signed by SUJAN KUMAR  
MAITY  
Date: 2016.03.17 10:33:03 +05:30  
Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 17/03/2016 10:33:02  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)



Dated this \_\_\_ day of March 2016

Joint Venture Development Agreement

BETWEEN

M/S KK REAL ESTATES

**OWNERS**

AND

M/S KZAR DEVELOPERS LLP

**DEVELOPER**

AKBAR ALI

Advocate

10, Old Post Office Street

KOLKATA - 700001